

Exhibit D

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SAUNDRA B. LANE.

Plaintiff.

v.

LAWRENCE SALANDER and
SALANDER-O'REILLY GALLERIES,
LLC.

Defendants.

Case No. 18 MS 0302

Judgment No.: 07-1874

**RESTRAINING NOTICE
TO GARNISHEE**

THE PEOPLE OF THE STATE OF NEW YORK

TO: First Republic Bank
1230 Avenue of The Americas
New York, NY 10020

GREETINGS:

WHEREAS in an action in United States District Court for the District of Massachusetts, Case No. 06-CV-40178-FDS, between plaintiff Sandra B. Lane and defendants Lawrence Salander and Salander-O'Reilly Galleries, LLC, who are all the parties named in said action, a judgment was entered on September 24, 2007, in favor of plaintiff Sandra B. Lane, judgment creditor, and against defendants Lawrence Salander and Salander-O'Reilly Galleries, LLC, judgment debtors, in the amount of \$4,322,166.05, which remains unpaid.

WHEREAS, the judgment was registered with the Clerk of the United States District Court for the Southern District of New York on September 28, 2007;

WHEREAS, a transcript of the judgment was docketed with the County Clerk of New York County on October 12, 2007;

WHEREAS, it appears that you owe a debt to the judgment debtor or are in possession or in custody of property in which the judgment debtor has an interest;

TAKE NOTICE that, pursuant to CPLR § 5222(b), which is set forth in full herein, you are hereby forbidden to make or suffer any sale, assignment or transfer of, or any interference with any property in which you have an interest, except as therein provided;

TAKE FURTHER NOTICE that this notice also covers all property in which the judgment debtor has an interest hereafter coming into your possession or custody, and all debts hereafter coming due from you to the judgment debtor.

CIVIL PRACTICE LAW AND RULES

Section 5222(b). Effect of restraint; prohibition of transfer; duration.

A judgment debtor or obligor served with a restraining notice is forbidden to make or suffer any sale, assignment, transfer or interference with any property in which he or she has an interest, except upon direction of the sheriff or pursuant to an order of the court, until the judgment or order is satisfied or vacated. A restraining notice served upon a person other than the judgment debtor or obligor is effective only if, at the time of service, he or she owes a debt to the judgment debtor or obligor or he or she is in the possession or custody of property in which he or she knows or has reason to believe the judgment debtor or obligor has an interest, or if the judgment creditor or support collection unit has stated in the notice that a specified debt is owed by the person served to the judgment debtor or obligor or that the judgment debtor or obligor has an interest in specified property in the possession or custody of the person served. All property in which the judgment debtor or obligor is known or believed to have an interest then in and thereafter coming into the possession or custody of such a person, including any specified in the notice, and all debts of such a person, including any specified in the notice, then due and thereafter coming due to the judgment debtor or obligor, shall be subject to the notice. Such a person is forbidden to make or suffer any sale, assignment or transfer of, or any interference with, any such property, or pay over or otherwise dispose of any such debt, to any person other than the sheriff or the support collection unit, except upon direction of the sheriff or pursuant to an order of the court, until the expiration of one year after the notice is served upon him or her, or until the judgment or order is satisfied or vacated, whichever event first occurs. A judgment creditor or support collection unit which has specified personal property or debt in a restraining notice shall be liable to the owner of the property or the person to whom the debt is owed, if other than the judgment debtor or obligor, for any damages sustained by reason of the restraint. If a garnishee served with a restraining notice withholds the payment of money belonging or owed to the judgment debtor or obligor in an amount equal to twice the amount due on the judgment or order, the restraining notice is not effective as to other property or money.

TAKE FURTHER NOTICE THAT DISOBEDIENCE OF THIS RESTRAINING
NOTICE IS PUNISHABLE AS A CONTEMPT OF COURT.

Dated: New York, New York
October 12, 2007

WINDELS MARX LANE & MITTENDORF, LLP

By: 

Howard L. Simon
Jennifer B. Wisnia
156 West 56th Street
New York, N.Y. 10019
(212) 237-1000

*Local Counsel for Judgment Creditor
Saundra B. Lane*

NUTTER McCLENNEN & FISH LLP

Joseph F. Shea
Heather B. Repicky
World Trade Center West
155 Seaport Boulevard
Boston, M.A. 02210
(617) 439-2000

*Counsel for Judgment Creditor
Saundra B. Lane*

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SAUNDRA B. LANE,

Plaintiff,

v.

LAWRENCE SALANDER and
SALANDER-O'REILLY GALLERIES,
LLC,

Defendants.

Case No.: 18 MS 0302

Judgment No.: 07-1874

INFORMATION SUBPOENA

THE PEOPLE OF THE STATE OF NEW YORK

TO: First Republic Bank
1230 Avenue of The Americas
New York, NY 10020

GREETINGS:

WHEREAS, in an action in the United States District Court for the District of Massachusetts, Case No. 06-CV-40178-FDS, between plaintiff Sandra B. Lane and defendants Lawrence Salander and Salander-O'Reilly Galleries, LLC, who are all parties named in said action, a judgment was entered on September 24, 2007, in favor of plaintiff Sandra B. Lane, judgment creditor, and against defendants Lawrence Salander and Salander-O'Reilly Galleries, LLC, judgment debtors, in the amount of \$4,322,166.05, which remains unpaid.

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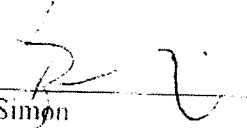
WHEREAS, the person to whom this subpoena is directed has an office for the regular transaction of business in person in New York County;

NOW, THEREFORE WE COMMAND YOU, that you answer in writing under oath, separately and fully, each question in the questionnaire accompanying this subpoena, each answer referring to the question to which it responds; and that you return the answers together with the original questions and photocopies of any requested documents within 7 days after your receipt of questions and this subpoena.

TAKE NOTICE that false swearing or failure to comply with this subpoena is punishable as a contempt of court

Dated: New York, New York
October 12, 2007

WINDELS MARX LANE & MITTENDORF, LLP

By: 
Howard L. Simon
Jennifer B. Wisnia
156 West 56th Street
New York, N.Y. 10019
(212) 237-1000

Local Counsel for Judgment Creditor
Saundra B. Lane

NUTTER McCLENNEN & FISH LLP

Joseph F. Shea
Heather B. Repicky
World Trade Center West
155 Scaport Boulevard
Boston, M.A. 02210
(617) 439-2000

Counsel for Judgment Creditor
Saundra B. Lane

Enclosed: Question Form; original and copy.
Prepaid, addressed return envelope.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SAUNDRA B. LANE,

Plaintiff,

v.

LAWRENCE SALANDER and
SALANDER-O'REILLY GALLERIES,
LLC,

Defendants.

Case No. 18 MS 0302

Judgment No. 07-1874

**INFORMATION SUBPOENA
QUESTION FORM**

**RE: LAWRENCE SALANDER AND SALANDER-
O'REILLY GALLERIES, LLC. Judgment Debtors**

STATE OF NEW YORK)

ss:

COUNTY OF NEW YORK)

_____, being duly sworn deposes and says; that deponent is the
_____, of First Republic Bank, recipient of an information subpoena herein and of
the original and copy of the questions accompanying said subpoena. The answers set forth below are made
from information obtained from the records of the recipient.

Q. No. 1 Do you have a record of any account in which the judgment debtors may have an interest, whether
under the name of the judgment debtors a/k/a Lawrence Salander or Salander-O'Reilly Galleries,
LLC, or under a trade or corporate name, or in association with others, as of the date of the
subpoena or within 5 years prior thereto?

Answer No. 1:

Q. No. 2 As to each such account, what is the exact title of the account, the date opened, amounts presently
on deposit; if closed, the amount on deposit when closed and the date closed?

Answer No. 2: Title Date Opened Amount on Deposit Date Closed

Q. No. 3 As to each such account, provide a complete account history, or copies of documents containing a
complete account history.

Answer No. 3:

Q. No. 4 As to each account, for the period from the preceding five years to date, list all transfers to and from such accounts, including all money and wire transfers, asset transfers, deposits and withdrawals. Include the name, account number and, if known, address, of the party or parties to whom or from whom funds transfers were made.

Answer No. 4:

Q. No. 5 As to each such account, provide copies of all monthly statements produced in connection with the account over the preceding five years to date.

Answer No. 5:

Q. No. 6 As to each such account, provide copies of all cancelled checks obtained in connection with the account over the preceding five years to date.

Answer No. 6:

Q. No. 7 Are or were the judgment debtor(s) indebted to you?

Answer:

Q. No. 8 As to each indebtedness, what is the amount of the original indebtedness, the date incurred, the amount repaid and date of such repayment?

Answer No. 8: Amount Dated Incurred Amount Repaid Date Repaid

Q. No. 9 Do you hold any lien, mortgage or other security interest against property of the debtor(s)?

Answer No. 9:

Q. No. 10 What is the nature of each such lien, mortgage or other security interest, the full description of the property affected by the lien, mortgage or other security interest, the location and identity of the office of the filing or recording and full indexing information?

Answer No. 10:

Q. No. 11 Have the judgment debtor(s) given you a statement of their financial condition?

Answer No. 11:

Q. No. 12 What assets are disclosed therein (or in the alternative supply a copy thereof)?

Answer No. 12:

Signature - print or type name beneath

Dated:

NOTARY PUBLIC

CIVIL PRACTICE LAW AND RULES

Section 5222(b) Effect of restraint; prohibition of transfer; duration. A judgment debtor served with a restraining notice is forbidden to make or suffer any sale, assignment, transfer or interference with any property in which he has an interest, except upon direction of the sheriff or pursuant to an order of the court, until the judgment is satisfied or vacated. A restraining notice served upon a person other than the judgment debtor is effective only if, at the time of service, he owes a debt to the judgment debtor or he is in the possession or custody of property in which he knows or has reason to believe the judgment debtor has an interest, or if the judgment creditor has stated in the notice that a specified debt is owed by the person served to the judgment debtor or that the judgment debtor has an interest in specified property in the possession or custody of the person served. All property in which the judgment debtor is known or believed to have an interest then in and thereafter coming into the possession or custody of such a person, including any specified in the notice, and all debts of such a person, including any specified in the notice, then due and thereafter coming due to the judgment debtor, shall be subject to the notice. Such a person is forbidden to make or suffer any sale, assignment or transfer of, or any interference with, any such property, or pay over or otherwise dispose of any such debt, to any person other than the sheriff, except upon direction of the sheriff or pursuant to an order of the court, until the expiration of one year after the notice is served upon him, or until the judgment is satisfied or vacated, whichever event first occurs. A judgment creditor who has specified personal property or debt in a restraining notice shall be liable to the owner of the property or the person to whom the debt is owed, if other than the judgment debtor, for any damages sustained by reason of the restraint. If a garnishee served with a restraining notice withholds the payment of money belonging or owed to the judgment debtor in an amount equal to twice the amount due on the judgment, the restraining notice is not effective as to other property or money.

TAKE FURTHER NOTICE that disobedience of this Restraining Notice is punishable as a contempt of court

NOTICE TO JUDGMENT DEBTOR

Money or property belonging to you may have been taken or held in order to satisfy a judgment which has been entered against you. Read this carefully.

YOU MAY BE ABLE TO GET YOUR MONEY BACK

State and federal laws prevent certain money or property from being taken to satisfy judgments. Such money or property is said to be "exempt." The following is a partial list of money which may be exempt:

- | | |
|---|------------------------------------|
| 1. Supplemental security income, (SSI); | 6. Disability benefits; |
| 2. Social security; | 7. Workers' compensation benefits; |
| 3. Public assistance (welfare); | 8. Public or private pensions; and |
| 4. Alimony or child support; | 9. Veterans benefits. |
| 5. Unemployment benefits; | |

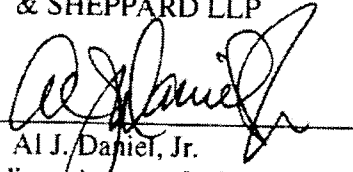
If you think any of your money that has been taken or held is exempt, you must act promptly because the money may be applied to the judgment or order. If you claim that any of your money that has been taken or held is exempt, you may contact the person sending this notice.

Also, YOU MAY CONSULT AN ATTORNEY, INCLUDING LEGAL AID IF YOU QUALIFY. The law (New York civil practice law and rules, article four and sections fifty-two hundred thirty-nine and fifty-two hundred forty) provides a procedure for determination of a claim to an exemption.

Dated: August 10, 2007
New York, New York

COWAN, DeBAETS, ABRAHAMS
& SHEPPARD LLP

By



Al J. Daniel, Jr.

41 Madison Avenue, 34th Floor
New York, New York 10010
(212) 974-7474
Attorneys for Plaintiff

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

STANLEY MOSS AND COMPANY, INC.

Index No. 110981/07

Plaintiff,

-against-

SALANDER-O'REILLY GALLERIES, LLC and
LAWRENCE SALANDER,

Defendants.

**RESTRAINING NOTICE
TO JUDGMENT DEBTOR
WITH NOTICE TO
JUDGMENT DEBTOR**

Re: LAWRENCE SALANDER,
Judgment Debtor

The People of the State of New York

TO: **LAWRENCE SALANDER**, Judgment Debtor-Garnishee:
82 East 82nd Street
New York, New York 10028

GREETING:

WHEREAS, in the above action in the Supreme Court of the State of New York, County of New York, between STANLEY MOSS & COMPANY, INC., as plaintiff and SALANDER-O'REILLY GALLERIES, LLC and LAWRENCE SALANDER as defendants, all parties of which are listed in the caption above or herein, a Judgment was entered on August 10, 2007 in favor of STANLEY MOSS & COMPANY, INC. and against SALANDER-O'REILLY GALLERIES, LLC and LAWRENCE SALANDER, Judgment Debtors, for One Million, Fourteen Thousand, Eight Hundred, Forty-Four Dollars, and Seventy-Three Cents (\$1,014,844.73) together with interest thereon at the rate of ten percent (10%) per annum from August 10, 2007, and which remains due and unpaid;

WHEREAS, it appears that you are a judgment debtor or are in possession or in custody of property in which the judgment debtor has an interest;

TAKE NOTICE that pursuant to subdivision (b) of Section 5222 of the New York Civil Practice Law and Rules, which is set forth in full herein, you are hereby forbidden to make or suffer any sale, assignment or transfer of, or any interference with, any such property or pay over or otherwise dispose of any such debt except as therein provided.

TAKE FURTHER NOTICE that this notice also covers all property in which the judgment debtor has an interest hereafter coming into your possession or custody, and all debts hereafter coming due from you to the judgment debtor.

CIVIL PRACTICE LAW AND RULES

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1. Supplemental security income, (SSI);
2. Social security;
3. Public assistance (welfare);
4. Alimony or child support;
5. Unemployment benefits;
6. Disability benefits;
7. Workers' compensation benefits;
8. Public or private pensions; and
9. Veterans benefits.

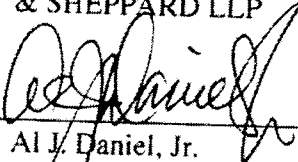
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Dated: August 10, 2007
New York, New York

COWAN, DeBAETS, ABRAHAMS
& SHEPPARD LLP

By


Al J. Daniel, Jr.

41 Madison Avenue, 34th Floor
New York, New York 10010

(212) 974-7474

Attorneys for Plaintiff

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

STANLEY MOSS AND COMPANY, INC.

Plaintiff,

-against-

SALANDER-O'REILLY GALLERIES, LLC and
LAWRENCE SALANDER,

Defendants,

Index No. 110981/07

RESTRAINING NOTICE

**Re: SALANDER-O'REILLY
GALLERIES, LLC, and
LAWRENCE SALANDER,
Judgment Debtors**

The People of the State of New York

TO: **FIRST REPUBLIC BANK**, Garnishee:
Rockefeller Center
1230 Avenue of the Americas
New York, New York 10020

GREETING:

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WHEREAS, it appears that you owe a debt to the judgment debtor or are in possession or in custody of property in which the judgment debtor has an interest;

TAKE NOTICE that pursuant to subdivision (b) of Section 5222 of the New York Civil Practice Law and Rules, which is set forth in full herein, made applicable by Fed. R. Civ. P. 69(a), you are hereby forbidden to make or suffer any sale, assignment or transfer of, or any interference with, any such property or pay over or otherwise dispose of any such debt except as therein provided.

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CIVIL PRACTICE LAW AND RULES

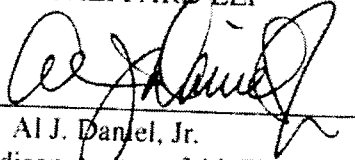
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Dated: August 10, 2007
New York, New York

COWAN, DeBAETS, ABRAHAMS
& SHEPPARD LLP

By



Al J. Daniel, Jr.

41 Madison Avenue, 34th Floor
New York, New York 10010
(212) 974-7474
Attorneys for Plaintiff

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

STANLEY MOSS AND COMPANY, INC.

Plaintiff,

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Defendants.

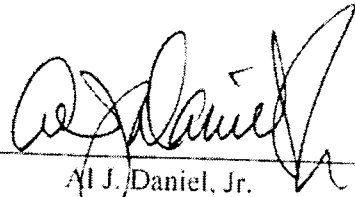
Index No. 110981/07

AFFIRMATION OF SERVICE

AL J. DANIEL, JR., an attorney duly admitted to practice in the courts of New York, declares, pursuant to CPLR § 2106, that, on August 10, 2007, I served true copies of the foregoing Restraining Notices upon Judgment Debtors Salander-O'Reilly Galleries, LLC and Lawrence Salander by certified mail, return receipt requested, to the addresses set forth on the Restraining Notices.

Attached hereto are copies of the Postal Service Return Receipts for defendant Galleries and First Republic Bank, the envelope for the returned Restraining Notice for defendant Salander, my letter to Salander dated September 20, 2007 sending the Restraining Notice to Salander at Galleries, and the Return Receipt for delivery of the Restraining Notice to Salander at Galleries.

Dated: October 16, 2007
New York, New York



Al J. Daniel, Jr.
COWAN, DeBAETS, ABRAHAMS
& SHEPPARD LLP
41 Madison Avenue, 34th Floor
New York, New York 10010
(212) 974-7474
Fax: (212) 974-8474
Email: adaniel@cdas.com
Attorneys for Plaintiff Moss & Co., Inc.

| SENDER: COMPLETE THIS SECTION | | COMPLETE THIS SECTION ON DELIVERY | |
|--|--|--|--|
| <ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. | | A. Signature X <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee | |
| 1. Article Addressed to: Salander-O'Rilly Galleries LLC 22 East 71 st Street New York, N.Y. 10021 | | B. Received by (Printed Name) <i>Sarah Smith</i> C. Date of Delivery <i>8/13/07</i> D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No | |
| | | 3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. | |
| 2. Article Number (Transfer from service label) | | 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes | |
| | | 7005 1820 0002 0870 3243 | |
| PS Form 3811, February 2004 | | Domestic Return Receipt 102535-02-M-1540 | |

| SENDER: COMPLETE THIS SECTION | | COMPLETE THIS SECTION ON DELIVERY | |
|--|--|--|--|
| <ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. | | A. Signature X <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee | |
| 1. Article Addressed to: First Republic Bank Rockefeller Center 1230 Ave. of Americas. New York, N.Y. 10020 | | B. Received by (Printed Name) C. Date of Delivery <i>8/13/07</i> D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No | |
| | | 3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. | |
| 2. Article Number (Transfer from service label) | | 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes | |
| | | 7005 3110 0002 0378 2483 | |
| PS Form 3811, February 2004 | | Domestic Return Receipt 102535-02-M-1540 | |